he was employed. And the same is true as to slander. See NEWELL, SLANDER AND LIBEL, 3rd ed., 436. There seems to be no good reason for distinguishing slander from other willful torts. See *Hypes* v. *Southern Ry. Co.*, 82 S. C. 315, 64 S. E. 395, 21 L. R. A. (N. S.) 873.

CORPORATIONS—STOCKHOLDER'S SUITS—PLEADINGS.—A stockholder petitioned in equity in behalf of the corporation for remedial relief from the directors' alleged negligent mismanagement of the corporate property. The bill did not show either that the negligent directors controlled the corporation or that the petitioning stockholder had made sufficient application within the corporation to have that body, as the proper party, bring the suit. *Held,* a demurrer to the bill should be sustained. *Bartlett* v. *New York, N. H. & H. R. Co.* (Mass.), 109 N. E. 452. See NOTES, p. 62.

HIGHWAYS—NEGLIGENCE—LIABILITY OF COUNTIES AND COUNTY OFFICIALS.—The highway commissioners of defendant county negligently left one of its highways in a defective condition. Plaintiff's intestate was killed by reason of the defect, whereupon the plaintiff brought action both against the county and against the commissioners personally. *Held,* neither the county nor the commissioners are liable. *Snethen* v. *Harrison County* (Iowa), 152 N. W. 12. See NOTES, p. 56.

INSURANCE—FIRE INSURANCE—SUBROGATION OF INSURER.—The defendant insured, with the plaintiff company, certain mortgaged property against loss by fire, the policy being payable to the mortgagee as his interest might appear. The property was destroyed within the terms of the policy; and, having paid the mortgagee, the plaintiff claims subrogation to his rights against the mortgagor. *Held,* the insurer is not entitled to subrogation. *Milwaukee Ins. Co.* v. *Ramsey* (Ore.), 149 Pac. 542.

A fire insurance contract is strictly a contract of indemnity. *Hedger* v. *Union Ins. Co.*, 17 Fed. 498; *Chickasaw County Ins. Co.* v. *Weller*, 98 Ia. 731, 68 N. W. 443. And therefore, while the insured should be fully indemnified within the limits of the policy, he should never be allowed to profit by the loss. *Chickasaw County Ins. Co.* v. *Weller, supra.* It is on this theory that the insurer is, by the great weight of authority, subrogated to the mortgagee's rights against the mortgagor when the former insures his own interests separately; otherwise the insured mortgagee could collect his debts twice—both from the insurer and from the mortgagor. *Thornton* v. *Enterprise Ins. Co.*, 71 Pa. St. 234; *Ulster Co. Savings Inst.* v. *Leake*, 73 N. Y. 161, 29 Am. Rep. 115; *Sussex Co. Mut. Ins. Co.* v. *Woodruff*, 26 N. J. L. 541.

Where, as in the principal case, the mortgagor procures the insurance at his own expense, designating the mortgagee as beneficiary, the authorities unanimously agree that the insurer is not entitled to subrogation, but that the amount paid the mortgagee goes to reduce the mortgage debt. This seems clearly correct, since the mortgagor should certainly have the benefit of a contract to which he is a party, and the consideration for which has been paid by him. *Pendleton* v. *Elliott*, 67 Mich. 496, 35 N. W. 97; *Pearman* v. *Gould*, 42 N. J. Eq. 4, 5 Atl. 811.